

**EXHIBIT N**

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

IN THE INK, LLC, et al.,

Plaintiffs,

v.

CARTRIDGE WORLD MIDWEST, LLC,  
a Minnesota limited liability company, et  
al.,

Defendants.

Court File No.: 2017-L-011067

**AFFIDAVIT OF MARK PINNER IN  
SUPPORT OF MOTION TO  
DISMISS AND/OR COMPEL  
ARBITRATION AND MOTION TO  
TRANSFER VENUE**

I, Mark Pinner, state and declare as follows:

1. I am the CEO of Cartridge World North America, LLC ("CWNA") and also serve as Global Chief Technology Officer ("CTO") for the Cartridge World® system. I have been the Global CTO since 2008 and the CEO since November 2016.

2. CWNA is a franchisor of a unique business system of retail stores that provides individual and bundled printer inkjet cartridges, laser cartridges, printers, printer service and repair, and other products and services that may be specified by CWNA.

3. CWNA has the exclusive right and license to grant and award Master Franchises using the Cartridge World® trademark and business system in the United States. CWNA has the exclusive right and license to grant and award Master Franchises using the Cartridge World® trademark and business system in the United States.

4. During the period November 15, 2003, through July 31, 2017, Cartridge World Midwest, LLC ("CW Midwest") was the Master Franchisee of the Midwest region, pursuant to a

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COOK COUNTY  
LAW DIVISION

Master Franchise Agreement between CW Midwest and CWNA, dated November 15, 2003 (the “MFA”). A true and correct copy of the MFA is attached as Exhibit 1.

5. Pursuant to a confidential settlement agreement between CWNA and CW Midwest with an effective date of July 31, 2017, the MFA was terminated and CW Midwest is no longer the Master Franchisee of the Midwest region. CWNA has since assumed the role of Master Franchisee in the Midwest region. CW Midwest has not performed any services as a Cartridge World® Master Franchisee since the MFA was terminated at the end of July 2017.

6. Until CWNA assumed the role of the Master Franchisee for the Midwest region on July 31, 2017, CWNA did not have a contractual relationship with the individual unit franchisees named in this complaint (“Individual Plaintiffs”). However, CWNA has always been a third-party beneficiary to the Individual Plaintiffs’ unit franchise agreements (the “UFAs”) (*see* § 1.1(D) and § 21.1 of the UFAs.)

7. The Complaint identifies Ashkal, Inc. as a Plaintiff. But this entity does not have a unit franchise agreement with CW Midwest or CWNA and, therefore, is not a proper party in this action. CWNA has no contractual relationship with Ashkal, Inc. Nor does CWNA have a contractual relationship with Ashkal, Inc. through its assumed role as Master Franchisee for the Midwest region.

8. CWNA has no contractual relationship with the Cartridge World Franchisees Legal Fund Trust. Nor does CWNA have a contractual relationship with the Trustee in its capacity as the Trustee of the Cartridge World Franchisees Legal Fund Trust.

9. CWNA is currently the Respondent in *In the Ink, LLC et al., v. Cartridge World Midwest, LLC et al.*, JAMS Case No.: 1430014645 (“JAMS Arbitration”). A true correct copy

of the First Amended Demand for Arbitration filed by claimants in the JAMS Arbitration on August 24, 2017 is attached as Exhibit 2.

10. Claimants' initial demand in the JAMS Arbitration was filed on July 19, 2017. That demand included as claimants Daniel Landsverk and William Hafdal, the owner of BH Consulting, LLC—both of which are plaintiffs in this action. After CWNA moved to dismiss the JAMS Arbitration, the claimants responded by filing the First Amended Demand for Arbitration, which no longer identifies Landsverk and Hafdal as claimants.

11. CW Midwest was a co-respondent in the JAMS Arbitration. However, after CW Midwest failed to respond or make an appearance in the proceeding, the claimants voluntarily dismissed CW Midwest without prejudice on October 31, 2017. A true and correct copy of the Notice of Voluntary Dismissal Without Prejudice is attached as Exhibit 3. CWNA believes that the claimants dismissed the action against CW Midwest in the JAMS Arbitration to avoid having to pay CW Midwest's portion of JAMS arbitration fees (a requirement for proceeding on their claims against CW Midwest).

12. CWNA is a Nevada corporation authorized to do business in Illinois. It is a resident of McHenry County, with its headquarters and principal place of business located at 3917 Mercy Drive, McHenry, Illinois 60050. This location serves as the North American headquarters for CWNA operations.

13. CWNA has Master Franchise Agreements with 24 operational Master Franchisees across the United States. There are 315 unit franchises under Unit Franchise Agreements with those Master Franchisees.

14. As Master Franchisee for the Midwest region, CWNA has contractual relationships with 42 unit franchisees in Illinois, Iowa, Minnesota, North Dakota, South Dakota, and Wisconsin. Of these unit franchisees, two are located in Cook County, only one of which (Navigate, Inc.) is a party to this action. CWNA performs its contractual obligations under the UFAs from its headquarters in McHenry, Illinois.

15. CWNA conducts its usual and customary business from its headquarters in McHenry County.

16. CWNA does not have an office in Cook County.

17. CWNA does not have property or employees in Cook County.

18. A true and correct copy of a red-lined comparison of the Arbitration Demand with the Complaint filed in the above-entitled caption is attached as Exhibit 4.

19. True and correct copies of the Unit Franchise Agreements ("UFA") between CW Midwest and Plaintiff In the Ink, LLC are attached as Exhibits 5 and 6.

20. A true and correct copy of the UFA between CW Midwest and Plaintiff S&V, Inc. is attached as Exhibit 7.

21. True and correct copies of the Unit Franchise Agreements ("UFA") between CW Midwest and Plaintiffs Dauphin Enterprises, Inc. are attached as Exhibits 8 and 9.

22. A true and correct copy of the UFA between CW Midwest and Plaintiff BH Computer Consulting, LLC. is attached as Exhibit 10.

23. A true and correct copy of the UFA between CW Midwest and Plaintiff His Ink, LLC is attached as Exhibit 11.

24. A true and correct copy of the UFA between CW Midwest and Plaintiffs Jeffrey and Rebecca Faul is attached as Exhibit 12.

25. A true and correct copy of the UFA between CW Midwest and Plaintiff GNI, LLC is attached as Exhibit 13.

26. A true and correct copy of the UFA between CW Midwest and Plaintiff Navigate, Inc. is attached as Exhibit 14.

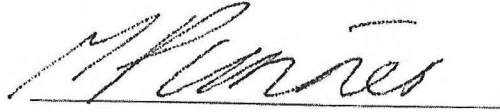
27. A true and correct copy of the UFA between CW Midwest and Plaintiff Toner and Inc. is attached as Exhibit 15.

28. A true and correct copy of the UFA between CW Midwest and Plaintiff Douglas Watson is attached as Exhibit 16.

29. True and correct copies of the UFAs between CW Midwest and Plaintiffs Daniel and Karen Landsverk are attached as Exhibits 17 and 18.

Dated: December 18, 2017.

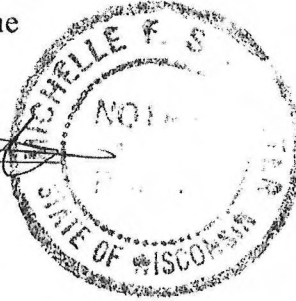
MARK PINNER

Handwritten signature of Mark Pinner in black ink, written over a horizontal line.

Subscribed and sworn to before me  
this 18th day of December, 2017.

Handwritten signature of the Notary Public in black ink, written over a horizontal line.

Notary Public



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